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JUL 11 2012	
CLERK U S DISTRICT COURT DISTRICT OF ARIZONA	
BY _____	Z- DEPUTY

1 **Terry I. Major, Trustee**
 2 **Fox Group Trust**
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THIS DOCUMENT IS NOT IN PROPER FORM ACCORDING
 TO FEDERAL AND/OR LOCAL RULES AND PRACTICES
 AND IS SUBJECT TO REJECTION BY THE COURT.

REFERENCE 5.4
 (Rule Number/Section)

5 IN THE UNITED STATES DISTRICT COURT
 6 DISTRICT OF ARIZONA

8 UNITED STATES OF AMERICA,
 9 Plaintiffs,

Civ. No. 11-0698-PHX-FJM

10 v.

**MOTION TO
 RECONSIDER
 PORTIONS OF
 ORDER ENTERED
 ON JULY 3rd, 2012**

11 JAMES LESLIE READING, CLARE L.
 12 READING, FOX GROUP TRUST,
 13 MIDFIRST BANK, CHASE,
 14 FINANCIAL LEGAL SERVICES,
 STATE OF ARIZONA,
 Defendants.

Hon. Frederick J. Martone

15
 16 Comes now Terry I. Major, Trustee of Fox Group Trust, to request this
 17 honorable court reconsider portions of the order entered on July 3rd, 2012, namely:

- 18 1. Granting Plaintiff's Motion to Strike Notice of Appearance.
- 19 2. Ordering Fox Group Trust to file a Notice of Appearance by an admitted
- 20 lawyer on or before August 6th, 2012.

21
 22
 23 Defendant, Fox Group Trust has only its Trustees to rely upon to provide a
 24 means of putting on a defense in this instant case. The trust has been placed in a
 25 rather untenable position. The cases cited by the U.S. Attorney and the court

1 denying the Trustees the ability to represent the trust do not apply to Fox Group
2 Trust. The Trustees would like to take this opportunity to address the issues in
3 hopes that this honorable court may reconsider its decision on July 3rd, 2012.
4

5 Whether Major has engaged in any previous Tax Court case has no bearing
6 on the instant case and is a "Red Herring" put before this court to prejudice this
7 court concerning representation. Major's views related to the events surrounding a
8 seven year old tax case have no bearing on this case. The only interest Fox
9 Group Trust has in this case is the determination of ownership of the subject
10 property. Whether Defendants, James and Clare Reading, have any tax liability is
11 of no concern to Fox Group Trust. The Fox Group Trust is based upon a private
12 contract which has trustees to speak on its behalf. The trust's only position in this
13 case is that the property is owned by the trust and must be defended by its
14 trustees on behalf of the contractual entity's beneficiary.
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18 Since when is a defendant precluded from putting on a defense? This
19 honorable Court has not read the Fox Group Trust's controlling documents. Fox
20 Group Trust has no funds to provide for legal fees. All that is needed for the
21 United States to win in a lawsuit like this one is:

- 22 1. Place a Notice of Federal Tax Lien against a property.
- 23 2. File a lawsuit to reduce the alleged tax liability to judgment.
- 24 3. Preclude the owner of the property (Trust, LLC, contractual entity
25 written in the form of a trust or other entity) from defending without
benefit of "bar" attorney.

1 Note: The entity may not borrow funds against the property because of
2 the Notice of Federal Tax Lien. Thus, unless funds can be raised, no
3 funds to provide for legal defense will be obtained.

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4. United States wins by default as the representatives of the owner of the property are not permitted to present their case without a "lawyer".

This contractual entity's documents specifically state that the entity shall have all the rights afforded to human beings in legal matters. It states that the entity is to be considered a contract first with attributes such as the entity holding personal and/or real property for beneficiaries. Those contractual words are protected by Article One, Section Ten of the United States Constitution which supersedes any argument that the trust must have a "bar" attorney.

Both the Arizona statutes and this contractual entity's documents allow for the trustee of this entity to represent this trust. C.E. Pope Equity Trust v. United States, 818 F.2d 696, 697 (9th Cir. 1987) is a case which embodies different facts and does not apply in the instant case. It is likely that the "C.E. Pope" case did not concern a "contract written in the form of a trust" where the trustee was a contractual party specifically authorized in the controlling documents to represent the contractual entity as a pro se litigant. In addition, 'C.E. Pope' concerned a Trust with another trust as trustee and the one attempting to defend was trustee of the second trust and did not identify himself as such. The "Pope" case, thus, is unrelated to this case.

1 Also, reliance on 28 U.S.C. § 1654 to preclude the Trustees from defending
2 fails in analysis in that the Trustees of the Fox Group Trust are parties to the
3 contract, and as such are "Real Parties in Interest".
4

5 Should this honorable court continue to demand that Fox Group Trust be
6 represented by an attorney, then it is incumbent upon this court to provide the
7 means to pay for such counsel as would be acceptable to the Trustees of Fox Group
8 Trust. Additionally, ordering pro bono representation is believed to be within the
9 jurisdiction of this Court.
10

11
12 Fox Group Trust is a contract in the form of a trust. It must not be
13 characterized as a business trust but is rather a "Holding Trust" and must first be
14 viewed primarily as a contract. The trust was created by contract and is not a
15 "Statutory Trust". The trustees, Terry I. Major and Sylvia Boutilier are parties to
16 said contract and thus are "Real Parties in Interest" to the contract.
17

18
19 According to CORPUS JURIS SECUNDUM, under § 323 on EXECUTION
20 OF TRUST AND MANAGEMENT PROPERTY:

21 "The rights and powers of a trustee properly qualified and appointed
22 depend on the nature of the trust, its validity and enforceability, the terms
23 of the trust instrument, and the purpose and object for which the trust was
24 created. Otherwise stated, the authority of a trustee in the management of
25 his or her trust is governed by the statutes of the state, the instrument
creating the trust, and the common-law rules governing trusts and trustees.
Generally, *the powers lodged in a trustee by the instrument creating
the trust should be strictly construed*, and the agreement must be

1 interpreted, as between the trustee and the beneficiaries, most favorable to
the beneficiaries.”

2 “In ascertaining the powers of a trustee to carry out the purposes of a
trust, *it is important to analyze the terms of the trust.*”

3 “Under the Uniform Trust Code, a trustee, without authorization by
4 the court, may exercise: (1) powers conferred by the terms of the trust...”
(*Emphasis Added*)

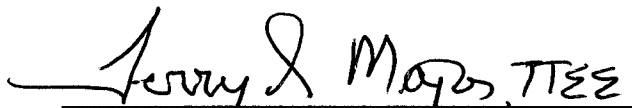
5
6 Since the ownership of property is a state issue, and the property, in this
7 case, is within the state of Arizona, and since the Arizona Revised Statutes
8 declare in ARS § 14-10816, #24, that a trustee may “Prosecute or defend an action,
9 claim or judicial proceeding in any jurisdiction to protect trust property and the
10 trustee in the performance of the trustee’s duties.”, then it is incumbent upon the
11 trustees of the Fox Group Trust to defend against the action of this case.
12

13
14 The trust instrument with its Supplementary contract put into effect with
15 the appointment of the current trustees specifically provides for the
16 representation of the trust’s interests in any court of law.
17

18
19 It is not the trustees’ desire to burden the court with frivolous arguments,
20 but to stick directly to the issues related to the protection of the only asset of the
21 trust, namely, the property that is owned by the Fox Group Trust. Fox Group
22 Trust has no other assets and has no means to hire an attorney. The Trustees are
23 seeking pro bono assistance, and we shall continue to do so.
24
25

1 It is the hope of the Trustees of Fox Group Trust that this Motion to
2 Reconsider will be taken as intended and that this court will acknowledge the
3 obligation and right of the Trustees to represent the interests of the Fox Group
4 Trust and its beneficiary in the instant case should we be unable to obtain
5 counsel.

6
7 Dated this 10th day of July, 2012


Terry I. Major, Trustee, in *Pro Per*
Fox Group Trust

Cert No: 7011 0470 0000 7360 8189

CERTIFICATE OF SERVICE

On July 10th, 2012 the *original* of the **MOTION TO RECONSIDER PORTIONS OF ORDER ENTERED ON JULY 3rd, 2012** were mailed by United States *Certified* Mail for filing to the Clerk of the District Court with a copy to **Honorable Judge Frederick J. Martone**. In addition, copies were mailed by United States Mail to:

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